

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
ATLANTA BRANCH OFFICE  
DIVISION OF JUDGES

PAN AMERICAN GRAIN CO., INC. and PAN  
AMERICAN GRAIN MANUFACTURING CO., INC.

and

Case 24-CA-10014

CONGRESO DE UNIONES INDUSTRIALES  
DE PUERTO RICO

*Miguel Nieves-Mojica, Esq.*, for the General Counsel.  
*Ruperto J. Robles, Esq.*, for the Respondent.

**BENCH DECISION**

**Statement of the Case**

**MICHAEL A. MARCIONESE, Administrative Law Judge.** I heard this case in San Juan, Puerto Rico on August 3, 2005. The charge in this case was filed by Congreso de Uniones Industriales de Puerto Rico, the Union, on January 12, 2005. On April 29, 2005, the complaint and notice of hearing issued alleging that Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., collectively referred to as the Respondent, violated Section 8(a) (1) and (5) of the Act by failing and refusing to furnish the Union, upon request, with information that is necessary for, and relevant to, the Union's performance of its duties as exclusive collective-bargaining representative of a unit of the Respondent's employees. The particular information at issue is the names, date of birth, civil status, and gender of the Respondent's unit employees, which it is alleged the Union requested to determine the cost of providing medical plan coverage for the Respondent's unit employees.

On May 13, 2005, the Respondent filed its answer to the complaint admitting many of the allegations but denying that the requested information was relevant and necessary and denying that it had failed and refused to furnish any information to the Union. The Respondent also denied committing any unfair labor practice. The Respondent raised several affirmative defenses in its answer, including that the Respondent had satisfied all its obligations to the Union, and that it had bargained with the Union concerning implementation of a medical plan.

After hearing the testimony of witnesses called by both sides, reviewing the documentary evidence, and considering the arguments of counsel, I rendered a decision from the bench pursuant to Section 102.35 (a)(10) of the NLRB's Rules and Regulations. For the reasons stated by me on the record at the close of the hearing, I found that the Respondent violated the Act as alleged in the complaint.

I hereby certify the accuracy of that portion of the transcript, pages 63 through 76, containing my bench decision. A copy of that portion of the transcript, as corrected, is attached hereto as “Appendix A.”<sup>1</sup>

5 Conclusions of Law

1. The Respondent, Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., is a single employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. Congreso de Uniones Industriales de Puerto Rico is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of the Respondent, herein called the Unit, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED:

All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon.

EXCLUDED:

All other employees, guards and supervisors as defined in the Act.

4. At all times since June 11, 1987, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Unit.

5. By failing and refusing, since August 17, 2004, to furnish the Union with the information requested in the Union’s letters dated August 17, September 8 and October 5, 2004, the Respondent has failed and refused to bargain in good faith and has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. I shall recommend specifically that the Respondent be ordered to furnish the information requested by the Union within 14 days of entry of a final order in this case and that it post a notice to employees in English and Spanish.

Because the Respondent has a proclivity for violating the Act<sup>2</sup>, and in particular for refusing to furnish relevant and necessary information to this Union, I find it necessary to issue a broad Order requiring the Respondent to cease and desist from infringing in any other manner

<sup>1</sup> I shall correct the transcript at two places: At line 5 on page 64, “relative” should be “relevant” and at line 14 on page 69, “8(e)” should be “8(d)”.

<sup>2</sup> See, e.g., *Pan American Grain Co.*, 343 NLRB No. 32 (September 30, 2004) and *Pan American Grain Co.*, 343 NLRB No. 47 (October 26, 2004).

on rights guaranteed employees by Section 7 of the Act. *Hickmott Foods*, 242 NLRB 1357 (1979). Accord, *United States Postal Service*, 339 NLRB 1162, 1163 (2003).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>3</sup>

# ORDER

The Respondent, Pan American Grain Co., Inc. and Pan American Grain Manufacturing Co., Inc., Guaynabo, Puerto Rico, its officers, agents, successors, and assigns, shall

## 1. Cease and desist from

(a) Failing and refusing to furnish Congreso de Uniones Industriales de Puerto Rico, upon request, with information that is necessary for, and relevant to, the Union’s performance of its duties as the exclusive collective bargaining representative of the following unit of employees:

All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon; but excluding all other employees, guards and supervisors as defined in the Act.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

## 2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the unit described above concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Within 14 days from the date of the Board’s Order, provide the Union with a current census showing the name, date of birth, civil status and gender of the Respondent’s unit employees.

(c) Within 14 days after service by the Region, post at its facilities in Guaynabo, Puerto Rico, and Bayamon, Puerto Rico, copies of the attached notice marked “Appendix B”<sup>4</sup> in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by the Respondent’s authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by

<sup>3</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>4</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed any of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 17, 2004.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C.

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Michael A. Marcionese  
Administrative Law Judge

1 JUDGE MARCIONESE: Good afternoon, everyone. Okay. As  
2 I indicated before we went off the record, I have decided  
3 that this case is appropriate for an issuance of a bench  
4 decision, and now that I've had a chance to look over my  
5 notes and consider the arguments that have been raised by the  
6 parties, I am prepared to render my decision.

7 MR. NIEVES-MOJICA: Your Honor --

8 JUDGE MARCIONESE: Yes.

9 MR. NIEVES-MOJICA: -- before you go on, I just wanted  
10 to, to refer to something in my closing statement. I  
11 mentioned the fact that we were requesting as part of the  
12 remedy a posting of a notice, and it should be noted that the  
13 notice should be in the English and Spanish languages as the  
14 employees' main language is the Spanish language.

15 JUDGE MARCIONESE: Okay. I'll include that as part of  
16 your closing argument.

17 MR. NIEVES-MOJICA: Thank you, Your Honor.

18 JUDGE MARCIONESE: Okay. Now again as with all  
19 decisions, pursuant to the rules and regulations, there are  
20 certain elements that must be contained in the decision. So  
21 I will, you know, begin at the beginning.

22 The charge in this case was filed by the Union, Congreso  
23 de Uniones Industriales de Puerto Rico, on January 12, 2005,  
24 and on April 29, 2005, the Complaint and Notice of Hearing  
25 issued alleging that Pan American Grain Company, Inc. and Pan

1 American Grain Manufacturing Company, Inc., collectively  
5 2 referred to as the Respondent, violated Section 8(a)(1) and  
3 (5) of the Act, by failing and refusing to furnish the Union,  
4 upon request, with information that is necessary for and  
10 5 relative to the Union's performance of its duties as  
6 exclusive collective bargaining representative of the unit of  
15 7 the Respondent's employees.

8 The particular information at issue in this case is the  
9 names, date of birth, civil status, and that refers to  
20 10 whether someone is married, single, has children, and gender  
11 of the Respondent's unit employees which is alleged that the  
25 12 Union had requested in order to determine the cost of  
13 providing medical coverage for the Respondent's unit  
14 employees.

30 15 Respondent filed an answer to that Complaint on May 13,  
16 2005, admitting many of the allegations but denying that the  
35 17 requested information was relevant or necessary and denying  
18 that the Respondent had failed and refused to furnish any  
19 information to the Union. The Respondent also generally  
40 20 denied committing an unfair labor practice and raised several  
21 affirmative defenses in its answer, including that the  
45 22 Respondent had satisfied all its obligations to the Union,  
23 specifically that it had bargained concerning implementation  
24 of a medical plan, that the Respondent again in its  
50 25 affirmative defenses claimed that the information was not

1 relevant or necessary, and that it had in fact provided the  
5 2 information.

3 Now having heard the testimony of the witnesses, seeing  
4 the documents that have been proffered by the General  
10 5 Counsel, and the Respondent has not offered any documents, I  
6 am now prepared to render my decision pursuant to Section  
15 7 102.35(a)(10) of the NLRB's Rules and Regulations.

8 With respect to jurisdiction, the Complaint alleges, the  
9 Respondent admits, and I find that Pan American Grain and Pan  
20 10 American Grain Manufacturing Company, are Puerto Rico  
11 corporations with a principal office at EO. Amelia, Guaynado,  
25 12 Puerto Rico, referred as to the Arroz Rico facility, other  
13 facilities located at the Amelia Industrial Park in Guaynado,  
14 and the Corujo Industrial Park in Bayamon, where it's engaged  
30 15 in the importation, manufacture and sale of grain, animal  
16 feeds and related products and the processing of rice.

35 17 It is also admitted, and I find that the Respondent, in  
18 conducting its business operations, has purchased and  
19 received at its Puerto Rico facilities in the past 12 months,  
40 20 goods valued in excess of \$50,000 directly from points  
21 outside the Commonwealth.

45 22 The Respondent further admits that all times material to  
23 the Complaint, the two corporations have been affiliated  
24 business enterprises with common offices, ownership,  
50 25 directors, managers and supervision, have formulated and

1 administered a common labor policy affecting employees of the  
5 2 operation, have shared common premises and facilities, and  
3 provided services for each other, have interchanged personnel  
4 and have held themselves out to the public as a single  
10 5 integrated business enterprise.

6 Although the Respondent has denied that the two entities  
15 7 made sales to each other, it has admitted in its answer that  
8 by virtue of the operations described, the two enterprises do  
9 constitute a single integrated business enterprise and a  
20 10 single Employer within the meaning of the Act.

11 Therefore, based on the undisputed facts and the  
25 12 admissions of the Respondent, I find and conclude that the  
13 Respondent is a single Employer engaged in commerce within  
14 the meaning of Sections 2(2), (6) and (7) of the Act, and  
30 15 based on the Respondent's admission, I also find that the  
16 Union is a labor organization within the meaning of Section  
35 17 2(5) of the Act.

18 Now turning to the specific unfair labor practice  
19 alleged in the Complaint, most of the facts with respect to  
40 20 the request for information have been admitted. The  
21 Respondent admits at least to the underlying element of  
45 22 Section 8(a)(5) charge, namely that the unit consisting of  
23 all production and maintenance employees employed by the  
24 Respondent at Industrial Amelia, Pier A, Army Terminal and  
50 25 Romana and at the Industrial Corujo Plant in Bayamon,



1 excluding all other employees, guards and supervisors as  
5 2 defined by the Act, that that is a unit appropriate for  
3 purposes of collective bargaining within the meaning of  
4 Section 9(b) of the Act, and the Respondent indicated that  
10 5 the Union, since June 11, 1987, has been the exclusive  
6 collective bargaining representative of the employees within  
15 7 that unit within the meaning of Section 9(a) of the Act.

8 The Respondent also admitted that the Union did make a  
9 request by letters dated August 17, September 8 and October  
20 10 5, 2004, but as noted previously, denied that the information  
11 was relevant or necessary or that it failed to provide it.

25 12 Now the testimony and the letters in evidence establish  
13 the testimony of Mr. Figueroa, the President of the Union,  
14 that the Union, in fact, in those letters on August 17,  
30 15 September 8 and October 5, requested a census of the  
16 employees in the bargaining unit, and by census, Mr. Figueroa  
35 17 has explained that he was requesting specifically name, date  
18 of birth, civil status and gender, and for the purpose of  
19 using that census in order to obtain quotes from various  
40 20 insurance carriers for a medical plan to cover the bargaining  
21 unit employees. If there was any question as to the reason  
45 22 the Union sought the information, the Union clarified and  
23 explain its need, in the second letter that it sent to the  
24 Employer on September 8, specifically telling the Employer  
50 25 that the purpose was to obtain quotes for a medical plan.

1 Now the only response in evidence from the Employer to  
5 2 these specific requests was the one letter dated September  
3 21, which provided the census data for only three individuals  
4 named in that letter, while advising the Union that the  
10 5 census had not suffered any changes, but it did not  
6 specifically provide the information as of that date for  
15 7 those employees in the bargaining unit that was specifically  
8 sought by the Union. And, also the only other response  
9 that's apparent in the evidence and the testimony here to  
20 10 these requests from the Union, was the undisputed statement  
11 from Mr. Juarbe, the Human Resources Director for the  
25 12 Respondent, to Mr. Figueroa, that if he wanted this  
13 information, he should go to the General Counsel of the  
14 National Labor Relations Board and request it because all of  
30 15 the information had previously been provided to the General  
16 Counsel.

35 17 Now the testimony establishes though that that  
18 information provided to the General Counsel was furnished  
19 pursuant to a subpoena in another unfair labor practice case  
40 20 several years before the current information request, and  
21 even if Mr. Figueroa had taken Mr. Juarbe up on that  
45 22 suggestion and gone to the General Counsel, there's no  
23 showing in this record that the information he would have  
24 been able to obtain from the General Counsel would in fact  
50 25 have been current, up-to-date census data that he could have

1 used in order to obtain quotes for a medical plan to cover  
5 2 the bargaining unit employees. And, moreover, it appears  
3 that the in that was furnished to the General Counsel was in  
4 the nature of personnel files of unit employees and striker  
10 5 replacements, and it would have required the Union in essence  
6 to have gone through whatever information that General  
15 7 Counsel had retained from that unfair labor practice  
8 proceeding in order to pull together the information that it  
9 needed to perform its duties in representing the bargaining  
20 10 unit employees.

11 The law with respect to an Employer's duties to bargain  
25 12 with the Union and furnish information is fairly well  
13 established. The duty to bargain in good faith under Section  
14 8(e) of the Act, includes the duty to furnish the employees'  
30 15 bargaining representative upon request, with information  
16 relevant to and necessary for the performance of the Union's  
35 17 statutory duty as the employee's bargaining representative.  
18 In NLRB v. Acme Industrial Company, 385 U.S. 432, the Supreme  
19 Court stated that the duty to furnish information extends not  
40 20 only during a period of time when the parties are collective  
21 bargaining but during the term of the contract, and the Court  
45 22 upheld the Board's liberal discovery type standard for  
23 determining when information is relevant, and that case goes  
24 back to 1967.

50 25 It has also been well established and the Board has

1 adhered to it over the years, that certain information,  
5 2 particularly names, addresses of employees, information  
3 concerning their wages and other terms and conditions of  
4 employment is presumptively relevant. In addition to the  
10 5 cases that have been cited by counsel for the General  
6 Counsel, *Curtiss-Wright Corporation v. NLRB*, at 347 F.2d 61  
15 7 at page 69, a 1965 Third Circuit case, and *Ohio Power*  
8 *Corporation*, 216 NLRB 987 at page 991, a 1975 case, show how  
9 long, 30, 40 years, the Board has followed the policy and the  
20 10 law that essentially this information is presumptively  
11 relevant, and what the Board has essentially said is that in  
25 12 order to avoid turning over information and rebut the  
13 presumption, a Respondent would have to show that the  
14 information plainly appears irrelevant, and *NLRB v. Yawman*  
30 15 and *Erbe Manufacturing Company*, 187 F.2d 947, at page 949,  
16 from the Second Circuit in 1951, described the relative  
35 17 burden of establishing that information related to name and  
18 wage and other terms and conditions of employment is not  
19 presumptively relevant.

40 20 Now the General Counsel in his closing argument referred  
21 to issues such as confidentiality, or when you're talking  
45 22 about striker replacements, the danger or the threats to the  
23 employee about disclosing their names and addresses and what  
24 the burden is, I really did not hear any evidence from the  
50 25 Respondent in this case, even suggesting that that was any

1 reason for not turning over the information. Certainly the  
5 2 Respondent in response to the request from Mr. Figueroa never  
3 stated that it was not turning over any of this information  
4 because it had concerns for either the privacy of the  
10 5 individuals whose names and information was being sought,  
6 confidentiality of the information, concerns about their  
15 7 safety. The only thing that Respondent ever said to the  
8 Union is you already have this information, or you can get it  
9 from the General Counsel. So those cases while they're  
20 10 applicable to the decision and, you know, certainly are not  
11 applicable since there is no defense of that nature that has  
25 12 been raised here, and certainly no evidence in this record  
13 suggesting that there would be any safety, confidentiality or  
14 privilege concerns to disclosing the information that the  
30 15 Union requested. And as I indicated previously, the name,  
16 date of birth, the civil status of the individuals and their  
35 17 gender, clearly relates to their terms and conditions of  
18 employment since it is undisputed that that is the type of  
19 information that an insurance company would be looking at in  
40 20 order to put together a quote for a medical plan to cover the  
21 employee. So the Respondent having shown no other basis for  
45 22 why that information was not presumptively relevant, I must  
23 conclude that the Union was entitled to it, and that the  
24 Respondent's failure to provide it did not satisfy its duty  
50 25 to bargain, and therefore violated Section 8(a)(5) of the

1 Act.

5 2 And again, with respect to the alternative means that  
3 were offered, those do not satisfy the burden that was on the  
4 Respondent to comply with its bargaining obligation because  
10 5 it is not good faith to tell a Union, the information is in  
6 the possession of the General Counsel, go through their  
15 7 files, go through their papers and get whatever you need,  
8 when information, the specific information sought here was  
9 readily available to the Respondent and could easily have  
20 10 been provided, and there's certainly no suggestion that it  
11 was otherwise.

25 12 So based on the testimony and the evidence that I've  
13 heard here and well established Board law, I find that the  
14 General Counsel has alleged in the Complaint that the  
30 15 Respondent did, in fact, violate Section 8(a)(5) and (1) of  
16 the Act, by failing and refusing to furnish the Union with  
35 17 the census data that it had requested in letters beginning on  
18 August 17 of 2004.

40 19 Also, too, I will note in reaching my conclusion, the  
20 Respondent, as an affirmative defense, had suggested that the  
21 parties had bargained about medical insurance and therefore  
45 22 the Union didn't need the information, but there's no  
23 evidence in this record before me that that subject had  
24 either been agreed to or that the parties were at impasse on  
50 25 the subject of medical plan to cover the employees, and at

1 least from what information is available in this record, it  
5 2 appears the parties are still bargaining. No final agreement  
3 has been reached on a collective bargaining agreement. The  
4 subject of medical insurance for unit employees is apparently  
10 5 still on the table. So the Union would still need the  
6 information in order to put together any sort of counter  
15 7 proposal to whatever plan the Respondent was proposing to put  
8 into effect to cover the unit employees. Certainly, nothing  
9 has been shown to the contrary. So clearly it's still  
20 10 relevant and necessary to the Union's performing its  
11 statutory duty.

25 12 Now having found that the Respondent violated the Act as  
13 alleged, I turn now to the remedy.

30 14 The General Counsel has asked for a standard cease and  
15 desist order, which I will recommend, that the Respondent  
16 essentially be ordered to cease and desist from failing and  
35 17 refusing to provide the Union with any information, that is  
18 relevant to and necessary for the performance of its  
19 statutory collective bargaining duties.

40 20 As an affirmative remedy, the General Counsel has asked  
21 that the Respondent be ordered to furnish the information,  
45 22 and I will recommend that the Respondent furnish that  
23 information within 14 days of a Board order or final order in  
24 this case, and also a notice posting, and I will also  
50 25 recommend that the customary notice to employees be posted at

1 locations where the Respondent customarily posts notices to  
5 2 employees and that those notices be in English and Spanish so  
3 that all employees will be able to read and understand them.

4 Now in addition, the General Counsel has put into the  
10 5 record and asked me to take administrative notice of two  
6 prior cases involving the Respondent, and these cases involve  
15 7 the very same bargaining unit that's at issue here. And  
8 during the break, I did take a look at those two cases, and  
9 in those cases, the Board adopted ALJ findings that the  
20 10 Respondent had committed several Section 8(a)(5) violations  
11 including, in particular, previous refusals to furnish  
25 12 information similar to the information requested here. In  
13 that case, it was the names of strike replacements.

14 In light of the Respondent's history of violating the  
30 15 Act, and particularly Section 8(a)(5) of the Act, and  
16 apparent proclivity to commit this type of violation,  
35 17 although the General Counsel has not requested it, I shall  
18 recommend to the Board that it issue a broad order in this  
19 case, rather than the usual like and related matter. And,  
40 20 essentially what that means is that the Respondent will be  
21 ordered not only to cease and desist from failing and  
45 22 refusing to furnish information, but in any other matter  
23 violating the National Labor Relations Act. And I'll cite  
24 U.S. Postal Service, a NLRB decision at 339 NLRB 150, where  
50 25 the Board granted a broad order even when it had not been



1 requested by the General Counsel, in a similar case where  
5 2 there was a history of a Respondent failing and refusing to  
3 furnish the Union with information, be it for its bargaining  
4 obligations.

10 5 All right. Anything -- I've concluded my decision.

6 Anything from the parties?

15 7 MR. NIEVES-MOJICA: Not on our behalf, Your Honor.

8 MR. ROBLES: No, Your Honor.

9 JUDGE MARCIONESE: Now what I will do, I'll refer you to

20 10 the Board's Rules and Regulations. Upon receipt of the

11 transcript in this proceeding, I will promptly issue a

25 12 certification of those pages of the transcript that contains

13 the bench decision that I have just rendered. That will also

14 include the notice that I am recommending be posted as well

30 15 as the recommended order. From that point -- and that will

16 be served on all parties. From that point, all parties have

35 17 the right to file exceptions with the National Labor

18 Relations Board in Washington to any portion of my decision

19 and to any rulings that I've made in the course of this

40 20 hearing. I will refer you to the Board's Rules and

21 Regulations and the Statement of Standard Procedures for how

45 22 to go about filing exceptions and briefs with the Board in

23 Washington.

24 If there's nothing further, then this hearing is closed.

50 25 Thank you all very much for the orderly presentation of the

1 evidence.

5 2 MR. NIEVES-MOJICA: Thank you, Your Honor.

3 MR. ROBLES: Thank you, Your Honor.

4 (Whereupon, at 12:30 p.m., the hearing in the above-entitled  
10 5 matter was closed.)

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APPENDIX B

NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

WE WILL NOT fail and refuse to furnish Congreso de Uniones Industriales de Puerto Rico, upon request, with information that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the following unit of our employees:

All production and maintenance employees employed by the Respondent at Industrial Amelia, Pier A, Army terminal and Romana and at the Industrial Corujo plant in Bayamon; but excluding all other employees, guards and supervisors as defined in the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit.

WE WILL, within 14 days from the date of the Board's Order, provide the Union with a current census showing the name, date of birth, civil status and gender of all employees in the unit.

PAN AMERICAN GRAIN CO., INC. and PAN  
AMERICAN GRAIN MANUFACTURING CO., INC.  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

525 F. D. Roosevelt Avenue, La Torre de Plaza, Suite 1002

San Juan, Puerto Rico 00918-1002

Hours: 8:30 a.m. to 5 p.m.

787-766-5347

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 787-766-5377.